

| ORDER FOR SUPPLIES OR SERVICES | | | | | | | | | | PAGE 1 OF 20 | |
|---|--|---|---|------------------------------|--|--|---|---|---|---|------------|
| 1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-04-P-0320 | | | 2. DELIVERY ORDER/CALL NO. | | 3. DATE OF ORDER/CALL (YYYYMMDD) 2004JUL06 | | 4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE | | 5. PRIORITY DOA5 | | |
| 6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-C JOSE OLIVA (309)782-3411 ROCK ISLAND IL 61299-7630 EMAIL: OLIVAJ@RIA.ARMY.MIL | | | CODE W52H09 | | 7. ADMINISTERED BY (If other than 6) DCMA LOS ANGELES 16111 PLUMMER STREET BLDG 10 2ND FLOOR SEPULVEDA CA 91343 SCD: C PAS: NONE ADP PT: HQ0339 | | | CODE S0512A | | 8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other) | |
| 9. CONTRACTOR NAME AND ADDRESS SEMTECH CORPORATION INC. 200 FLYNN ROAD. CAMARILLO, CA. 93012 TYPE BUSINESS: Large Business Performing in U.S. | | | CODE 14099 | | FACILITY | | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE | | 11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED | | |
| 12. DISCOUNT TERMS Net 30 Days | | | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15 | | 14. SHIP TO SEE SCHEDULE | | | CODE | | 15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381 | |
| 16. TYPE OF ORDER DELIVERY/ CALL PURCHASE X | | | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation W52H0904T0200, Dated _____, furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | | |
| <div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | | | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE | | | | | | | | | | | |
| 18. ITEM NO. | | 19. SCHEDULE OF SUPPLIES/SERVICE | | | | 20. QUANTITY ORDERED/ ACCEPTED* | | 21. UNIT | 22. UNIT PRICE | | 23. AMOUNT |
| | | SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders | | | | | | | | | |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | | | 24. UNITED STATES OF AMERICA MAJOR MICHELLE SANNER /SIGNED/ SANNERM@RIA.ARMY.MIL (309)782-4931 BY: CONTRACTING/ORDERING OFFICER | | | | | 25. TOTAL \$54,950.00 | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED | | | | | | | | | | | |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | c. DATE (YYYYMMDD) | | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | 28. SHIP. NO. | | 29. D.O. VOUCHER NO. | | 30. INITIALS | |
| f. TELEPHONE NUMBER | | g. E-MAIL ADDRESS | | | | <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 32. PAID BY | | 33. AMOUNT VERIFIED CORRECT FOR | |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | | | | | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 34. CHECK NUMBER | | | |
| a. DATE (YYYYMMDD) | | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | | | 35. BILL OF LADING NO. | | | |
| 37. RECEIVED AT | | 38. RECEIVED BY (Print) | | 39. DATE RECEIVED (YYYYMMDD) | | 40. TOTAL CONTAINERS | | 41. S/R ACCOUNT NUMBER | | 42. S/R VOUCHER NO. | |

Name of Offeror or Contractor: SEMTECH CORPORATION INC.

- SUPPLEMENTAL INFORMATION
1. THIS IS A FIRM FIXED PRICE CONTRACT. FULL AND OPEN COMPETITIVE PROCUREMENT ACTION FOR 50 EACH RECTIFIER, SEMICONDUCTORS, NSN: 5961-01-195-1959, PART NUMBER: 12272403.
2. THERE WERE NO OPTIONS REQUIRED FOR THIS SOLICITATION.
3. THE CONTRACT REQUIREMENTS DATA LIST (CDRL) FORM 1423 AND DOCUMENT SUMMARY LIST (DSL) ARE PROVIDED AS AN EXHIBIT AND AS AN ATTACHMENT ACCORDINGLY.
4. SOURCE CONTROL DRAWING: APPROVED SOURCE (S) OF SUPPLY INCLUDES SEMTECH CORPORATION, CAMARILLO, CA 93012-8790. THIS ITEM IS MANUFACTURED ENTIRELY AT THE FOLLOWING ADDRESS:
- SEMTECH CORPUS CHRISTI. A. DE C.V.
REYNOSA FACILTIY - CAGE CODE: SH879
CARRETERA A MATAMOROS Y BRECHA E-99K
EDIFICIO 7 PARQUE INDUSTRIAL
REYNOSA, TAMAULIPAS, MEXICO
5. MIL-I-45208 AND MIL-Q-9858 HAVE BEEN CANCELLED AND ARE NO LONGER APPLICABLE FOR DOD ACQUISITION OF THIS PRODUCT. WAIVER OS ISO COMPLIANCE WILL NOT BE CONSIDERED.CONTRACTOR IS NOT REQUIRED TO BE REGISTERED WITH ISO. HOWEVER, THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE CITE ISO STANDARD.
6. WHERE THE CONTRACTOR IS NOT THE MANUFACTURER OF THE SUPPLIES TO BE FURNISHED, THE CONTRACTOR SHALL INDICATE THE MANUFACTURERS QUALITY STANDARD. THE CONTRACTOR SHALL FURNISH TO THE QAR, AT TIME OF INSPECTION, THE MANUFACTURER'S DOCUMENTATION OF INSPECTION AND TESTING, AS WELL AS EVIDENCE THAT THE MANUFACTURER HAS A QUALITY SYSTEM THAT MEETS THE REQUIREMENTS HIGHER LEVEL QUALITY REQUIREMENTS".
7. SOURCE INSPECTION, ACCEPTANCE AT ORIGIN WILL BE PERFORMED BY DCMC - SAN ANTONIO S4404A.

*** END OF NARRATIVE A 001 ***

| Regulatory Cite | Title | Date |
|--|--|----------|
| 1 HQ, DA | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
| (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available. | | |
| (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case. | | |
| (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so. | | |

(End of Clause)

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|---------------------------|--|----------------------------|
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Name of Offeror or Contractor: SEMTECH CORPORATION INC.

| | | | |
|---|-------------|---------------------------------|----------|
| 2 | 52.201-4501 | NOTICE ABOUT TACOM-RI OMBUDSMAN | APR/2002 |
| | TACOM-RI | | |

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

| | | | |
|---|-------------|--------------------------------------|----------|
| 3 | 52.204-4505 | DISCLOSURE OF UNIT PRICE INFORMATION | FEB/2003 |
| | TACOM-RI | | |

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

| | | | |
|---|-------------|-------------------------------|----------|
| 4 | 52.210-4516 | COMMERCIAL EQUIVALENT ITEM(S) | JUN/1998 |
| | TACOM-RI | | |

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

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| | | | |
|---|-------------------------|---|----------|
| 5 | 52.211-4506 TACOM-RI | INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS | DEC/1997 |
|---|-------------------------|---|----------|

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL SPEC/STANDARD | LOCATION OF REQUIREMENT | FACILITY | ACO |
|-------|-----------------------------------|----------------------------|----------|-------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

| | |
|------------|----------------|
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |

(End of clause)

(AS7008)

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|---|-------------------------|---|----------|
| 6 | 52.215-4503 TACOM-RI | NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED | FEB/2002 |
|---|-------------------------|---|----------|

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

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| Name of Offeror or Contractor: SEMTECH CORPORATION INC. | | |

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

7 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI
(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

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Name of Offeror or Contractor: SEMTECH CORPORATION INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|------------|---|-------------|----------|--------------|--------------|----------|-------|-----|----------------|--------|---|--|---|------------|----------|----------|-----|----|-------------|----|----|----------------|--------------|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | | | | | | | | | | | | | | | | | |
| 0001 | NSN: 5961-01-195-1959 FSCM: 19200 PART NR: 12272403 SECURITY CLASS: Unclassified | | | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <u>PRODUCTION QUANTITY</u> NOUN: RECTIFIER,SEMICONDU PRON: M141A456M1 PRON AMD: 04 ACRN: AA AMS CD: 070011MMTUR <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W52H093251H951</td><td>W25G1W</td><td>J</td><td></td><td>1</td></tr></table> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td></tr><tr><td>001</td><td>50</td><td>01-DEC-2004</td></tr></table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1W) XR W1BG UEF DIST DEPOT TOBYANNA 11 HAP ARNOLD BLVD BLDG 11 TOBYHANNA PA 18466-5059 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0320/0000 | REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | 001 | W52H093251H951 | W25G1W | J | | 1 | DEL REL CD | QUANTITY | DEL DATE | 001 | 50 | 01-DEC-2004 | 50 | EA | \$ 1,099.00000 | \$ 54,950.00 |
| REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | | | | | | | | | | | | | | | | | | |
| 001 | W52H093251H951 | W25G1W | J | | 1 | | | | | | | | | | | | | | | | | | |
| DEL REL CD | QUANTITY | DEL DATE | | | | | | | | | | | | | | | | | | | | | |
| 001 | 50 | 01-DEC-2004 | | | | | | | | | | | | | | | | | | | | | |
| 0002 | <u>DATA ITEM</u> SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. | | | \$ ** NSP ** | \$ ** NSP ** | | | | | | | | | | | | | | | | | | |

Name of Offeror or Contractor: SEMTECH CORPORATION INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | <div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div> | | | | |

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Name of Offeror or Contractor: SEMTECH CORPORATION INC.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8

52.210-4501

DRAWINGS/SPECIFICATION

MAR/1988

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12272403 with revisions in effect as of 08/07/2003 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION (S):

ALL PRODUCT AND DRAWINGS WITH OUT DISTRIBUTION STATEMENTS SHALL BE DISTRIBUTION STATEMENT A.

THIS ITEM IS PRODUCED ENTIRELY AT THE FOLLOWING ADDRESS:

SEMTECH CORPUS CHRISTI S.A.de C.V.
CARRETERA A MATAMORORS Y BRECHA,
E-99 EDIFICIO 8, PARQUE INDUSTRIAL
CD, REYNOSA, TAMPAS, MEXICO

(CS6100)

9

52.210-4511

STATEMENT OF WORK - OZONE DEPLETING CHEMICALS

MAR/1994

TACOM-RI

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

PACKAGING AND MARKING

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52H09-04-P-0320 MOD/AMD</p> | <p style="text-align: center;">Page 9 of 20</p> |
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Name of Offeror or Contractor: SEMTECH CORPORATION INC.

10 52.211-4502 PACKAGING REQUIREMENTS (COMMON/SELECTIVE GROUP) FEB/2004

A. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99, including Notice 1 dated 10 May 02.

Preservation: MILITARY
Level of Packing: B
Quantity per Unit Package: 001

B. MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

| | |
|---|------------------------|
| Preservation Method Code.....GX | (Table J.I. and J.IA.) |
| Cleaning Procedure Code..... 1 | (Table J.II) |
| Preservative Material Code..... 00 | (Table J.III) |
| Wrapping Material Code..... XX | (Table J.IV) |
| Cushioning and Dunnage Code..... XX | (Table J.V) |
| Thickness of Cushioning or Dunnage Code..... X | (Table J.VI) |
| Unit Container Code..... XX | (Table J.VII) |
| Intermediate Container Code..... YY | (Table J.VII) |
| Quantity per Intermediate Container Code.....-AAA-A | (Appendix J.4.11) |
| Packing Code..... Q | (Table J.IX and J.IXA) |
| Special Marking Code..... 39 | (Table J.X) |

C. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

D. Marking: In addition to any special markings called out above;

D.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

D.2. Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard in paragraph 5.3.

D.3. Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

D.4. Military Shipping Label. Military Shipment Labels (MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <http://www.easysoftcorp.com/products/Software/MSL.html>. Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

E. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

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F. These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD/RFW clause of the contract. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractor's expense.

G. Hazardous Materials:

G.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

G.2. When applicable, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments)

G.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

G.4. A Product Material Safety Data Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

H. SUPPLEMENTAL INSTRUCTIONS: PACKAGING DATA SHEET P12272403 DOES NOT APPLY FOR THIS PROCUREMENT.

(End of clause)

(DS6420)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

| | | | |
|---|-----------|--|----------|
| 11 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE - ALTERNATE I | JUL/1985 |
| 12 | 52.246-11 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999 |
| The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.) | | | |

| Title | Number | Date | Tailoring |
|--|---------------|-------------|-----------------------|
| () QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS PARAGRAPH 7.3 | ISO 9001:2000 | 13 DEC 2000 | TAILORED BY EXCLUDING |

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| Name of Offeror or Contractor: SEMTECH CORPORATION INC. | | |

(End of clause)

(EF6002)

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|----|-------------|---|----------|
| 13 | 52.246-4528 | REWORK AND REPAIR OF NONCONFORMING MATERIAL TACOM-RI | MAY/1994 |
|----|-------------|---|----------|

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

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|----|-----------|---|----------|
| 14 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| 15 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| 16 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |

| | | | |
|----|--------------|-----------------------------------|----------|
| 17 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION | JAN/2004 |
|----|--------------|-----------------------------------|----------|

[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraphs (c)(1)(ii) of the clause. Unique item

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| <p align="center">CONTINUATION SHEET</p> | <p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52H09-04-P-0320 MOD/AMD</p> | <p align="center">Page 12 of 20</p> |
|---|--|--|

Name of Offeror or Contractor: SEMTECH CORPORATION INC.

identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified; however, the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid.>]

(a) Definitions. As used in this clause--Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means--
 (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid.>

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition--

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
 Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.
 Government's unit acquisition cost means--

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery; and
 (2) For cost-type line, subtitle, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.
 Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again.
 The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current

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|--|--|---|

Name of Offeror or Contractor: SEMTECH CORPORATION INC.

list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

- (b) The Contractor shall deliver all items under a contract line, subtitle, or exhibit line item.
 - (c) Unique item identification.
 - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--
 - (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:
- TBD
- (iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number TBD or Contract Data Requirements List Item Number TBD.
 - (2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.
 - (3) Data syntax and semantics. The Contractor shall--
 - (i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:
 - (A) Data Identifiers (DIs) (Format 06).
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
 - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>.
 - (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.
 - (4) Marking items.
 - (i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
 - (ii) The issuing agency code--
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.
 - (d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.
 - (e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
 - (1) Description.*
 - (2) Unique identifier**, consisting of--
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if DoD unique item identifier is used).**
 - (5) Enterprise identifier (if DoD unique item identifier is used).**
 - (6) Original part number.**
 - (7) Serial number.**
 - (8) Quantity shipped.*
 - (9) Unit of measure.*
 - (10) Government's unit acquisition cost.*
 - (11) Ship-to code.
 - (12) Shipment date.
 - (13) Contractor's CAGE code or DUNS number.
 - (14) Contract number.
 - (15) Contract line, subtitle, or exhibit line item number.*
 - (16) Acceptance code.

* Once per contract line, subtitle, or exhibit line item.
 ** Once per item.

 - (f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
 - (1) Unique item identifier of the item delivered under a contract line, subtitle, or exhibit line item that contains the embedded subassembly, component, or part.
 - (2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

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Name of Offeror or Contractor: SEMTECH CORPORATION INC.

- (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if DoD unique item identifier is used).**
 - (5) Enterprise identifier (if DoD unique item identifier is used).**
 - (6) Original part number.**
 - (7) Serial number.**
 - (8) Unit of measure.
 - (9) Description.
 - ** Once per item.
- (g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>.
- (h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

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CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ | | | | | | | | JOB | | | |
|-------------|------------------|-------------|-------------|----------------------------------|-----------|----|------|--------|---------------|----------------|---------------|--|
| | | OBLG | | | | | | | ORDER | ACCOUNTING | OBLIGATED | |
| <u>ITEM</u> | <u>MIPR</u> | <u>ACRN</u> | <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> | | | | | <u>NUMBER</u> | <u>STATION</u> | <u>AMOUNT</u> | |
| 0001AA | M141A456M1 | AA | 2 | 97 | X4930AC6G | 6D | 26FB | S11116 | | W52H09 | \$ 54,950.00 | |
| | 070011MMTUR | | | | | | | | | | | |
| | | | | | | | | | | TOTAL | \$ 54,950.00 | |

| SERVICE | | | | | | ACCOUNTING | OBLIGATED |
|-------------|----------------------|----------------------------------|-----------|----|-------------|----------------|---------------|
| <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | | | | <u>STATION</u> | <u>AMOUNT</u> |
| Army | AA | 97 | X4930AC6G | 6D | 26FB S11116 | W52H09 | \$ 54,950.00 |
| | | | | | | TOTAL | \$ 54,950.00 |

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SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

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|----|--------------|---|----------|
| 18 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III | MAY/2002 |
| | DFARS | | |

| | | | |
|----|-------------|---|----------|
| 19 | 52.246-4500 | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |
| | TACOM-RI | | |

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is OLIVAJ@RIA.ARMY.MIL. The data fax number for submission is 309-782-0713, ATTN: MR. JOSE OLIVA.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

| | | | |
|----|-------------|--|----------|
| 20 | 52.247-4545 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
| | TACOM-RI | | |

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

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Name of Offeror or Contractor: SEMTECH CORPORATION INC.

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

| | | | |
|----|-----------------------|---|----------|
| 21 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| 22 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| 23 | 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | JUN/2004 |
| 24 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| 25 | 52.232-18 | AVAILABILITY OF FUNDS | APR/1984 |
| 26 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| 27 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| 28 | 52.249-1 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM) | APR/1984 |
| 29 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 30 | 252.204-7004 DFARS | CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A | NOV/2003 |
| 31 | 252.225-7002 DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| 32 | 252.225-7036 DFARS | BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM | JAN/2004 |
| 33 | 252.231-7000 DFARS | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| 34 | 252.242-7000 DFARS | POSTAWARD CONFERENCE | DEC/1991 |
| 35 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 36 | 252.246-7000 DFARS | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| 37 | 52.213-4 | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) | JUN/2004 |

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>
or
www.acq.osd.mil/dp/dars

(IF8001)

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38 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

39 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

40 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

| | | | |
|--------------------|---|---------|---------------|
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Name of Offeror or Contractor: SEMTECH CORPORATION INC.

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|----------------------------|---------------------------------|-------------|----------------------------|-----------------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST | | 002 | |
| Attachment 001 | DOCUMENT SUMMARY LIST | | 001 | |

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <https://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> |
|----------------------------|--|-------------|----------------------------|
| Attachment 1A | Instructions for Completing DD Form 1423 | JUN 90 | 1 Pg |
| Attachment 2A | IOC Form 715-3 | FEB 96 | 2 Pgs |
| Attachment 3A | AMCCOM Form 71-R | 01OCT88 | 2 Pgs |
| Attachment 4A | Guidance on Documentation of Contract Data Requirements List (CDRL) | | 2 Pgs |
| Attachment 5A | Disclosure of Lobbying Activities (SF-LLL) | | 3 Pgs |
| Attachment 6A | Data Delivery Description - Engineering Change Proposal | JUL 01 | 9 Pgs |
| Attachment 7A | Data Delivery Description - Notice of Revision | JUL 01 | 2 Pgs |
| Attachment 8A | Data Delivery Description - Request for Deviation | JUL 01 | 4 Pgs |

(JS7001)

(End of Clause)